

**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** 2014 Water Pipeline Projects

**SUMMARY:** Approve an agreement with Newman Construction, Inc. for construction of the 2014 Water Pipeline Project, in an amount not-to-exceed \$681,055.00.

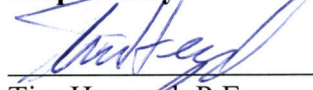
**FISCAL IMPACT:** This is a budgeted project and funds for this project are available in Capital Projects Water accounts.

**STAFF RECOMMENDATION:**  
Staff recommends approval of an agreement with Newman Construction, Inc. for construction of the 2014 Water Pipeline Project, in an amount not-to-exceed \$681,055.00.

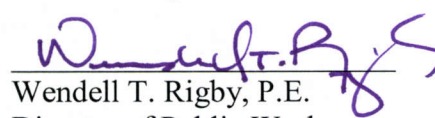
**MOTION RECOMMENDED:**  
"I move to adopt Resolution No. 14-158 authorizing the Mayor to execute an agreement with Newman Construction, Inc. for construction of the 2014 Water Pipeline Projects, in an amount not-to-exceed \$681,055.00.

Roll Call vote required.

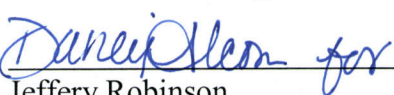
**Prepared by:**

  
\_\_\_\_\_  
Tim Heyrend, P.E.  
Utilities Engineer

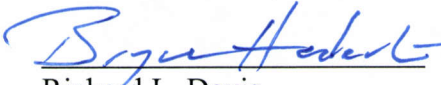
**Reviewed by:**

  
\_\_\_\_\_  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

  
\_\_\_\_\_  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
\_\_\_\_\_  
Richard L. Davis  
City Manager

## **BACKGROUND DISCUSSION:**

This item is for the award of a construction contract for several new water distribution pipelines. This project includes new water distribution pipes in five different locations around the City. The project sites were taken from the Water Master Plan and Strategic Plan. Each project is planned to correct a water distribution problem or to extend service. The project locations are as follows.

- Project A – 7800 South, 1410 West to approx. 1600 West (1300 ft)
- Project C – 5200 West, Old Bingham Highway to 9700 South (100 ft)
- Project D – Feulner Park road., Dannon Way to 9450 South (1500 ft)
- Project H - 2200 West, 9150 S to 9300 S (800 ft)
- Project I - Jordan Valley Way, Norris View Lane (150 ft)

The engineering and design documents for this project were prepared by the firm of Bowen Collins and Associates. The request for bids was advertised in the classified ads of local newspapers two weeks prior to the bid opening held on Monday, August 4th, 2014.

Five companies submitted bids. The low bidder for the project is Newman Construction, Inc. from Riverton, Utah, for a total cost of \$681,055.00 (see attached bid results). The bidding documents, contractor qualifications, and bidding requirements were reviewed by Bowen Collins and Associates (BCA), and they gave a favorable recommendation, please see the attached letter.

Staff recommends award of the construction contract for the 2014 Water Pipeline Projects to Newman Construction, Inc..

### **Attachments:**

- Resolution
- Bid Results
- Bid Approval Letter from BCA
- Agreement

**THE CITY OF WEST JORDAN, UTAH**  
A Municipal Corporation

RESOLUTION NO. 14-158

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH NEWMAN  
CONSTRUCTION, INC. FOR THE 2014 WATER PIPELINE PROJECTS

Whereas, the City Council of the City of West Jordan has received bids for the 2014 Water Pipeline Projects with the low, responsible bid being from Newman Construction, Inc., in the amount of \$681,055.00; and

Whereas, the City Council desires to award the contract to Newman Construction, Inc., which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Newman Construction, Inc. (a copy of which is attached as **Exhibit A**) for the 2014 Water Pipeline Projects in an amount not-to-exceed \$681,055.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Newman Construction, Inc. for an amount not-to-exceed \$681,055.00 is acceptable for the purpose of completing the 2014 Water Pipeline Projects.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1.               The contract for construction of the 2014 Water Pipeline Project is hereby awarded to Newman Construction, Inc., which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2.               After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute three original copies of a contract between the City of West Jordan and Newman Construction, Inc. in an amount not to exceed \$681,055.00.
- Section 3.               This Resolution shall take effect immediately.

CITY OF WEST JORDAN

ATTEST:

By: \_\_\_\_\_  
Kim V. Rolfe  
Mayor

\_\_\_\_\_  
MELANIE BRIGGS  
City Recorder

RESOLUTION NO. 14-158

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH NEWMAN  
CONSTRUCTION, INC. FOR THE 2014 WATER PIPELINE PROJECT

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

\_\_\_\_\_

\_\_\_\_\_

Judy Hansen

\_\_\_\_\_

\_\_\_\_\_

Chris McConnehey

\_\_\_\_\_

\_\_\_\_\_

Chad Nichols

\_\_\_\_\_

\_\_\_\_\_

Ben Southworth

\_\_\_\_\_

\_\_\_\_\_

Justin D. Stoker

\_\_\_\_\_

\_\_\_\_\_

Mayor Kim V. Rolfe

\_\_\_\_\_

\_\_\_\_\_

**BID / QUOTE TABULATION FORM:**

Bid Name 2014 Water Pipeline Projects

Project # SS 14-02

Bid/Quote Date: 8/4/2014 2:00 PM

Requesting Department: CPG

**CONTRACTOR NAME:**

	Bid Bond Y/N	Total All Schedules A, C, D, H, I
1 Nolan and Son Construction Co.	Yes	\$736,107.00
2 Newman Construction, Inc.	Yes	\$681,055.00
3 RDJ Construction, Inc.	Yes	\$706,932.93
4 Vancon, Inc.	Yes	\$1,198,535.00
5 S & L, Inc.	Yes	\$909,347.83



August 5, 2014

Mr. Tim Heyrend  
City of West Jordan  
Engineering Department  
8000 South Redwood Road  
West Jordan, Utah 84088

Subject: 2014 Water Pipeline Projects – Recommendation to Award Project

Dear Tim:

We have completed our review of all contractor bids received and opened on August 4, 2014. BC&A has reviewed the bid materials and each bid is considered complete. An appropriate bid bond was attached with the bid, along with all other bid information requested in the contract documents. Based on the total of all bid schedules, Newman Construction, Inc is the apparent low bidder.

We were provided the bid amounts and reviewed them for math errors in calculating the final bid price. No discrepancies were found in the apparent low bid. If for some reason, Newman Construction, Inc is unable to execute a contract with the City; Noland and Son Construction Co is the second low bid based on specification 00100, paragraph 10. RDJ Construction had several discrepancies in their bid that increased their bid based on specification 00100, paragraph 10 (which require the sum total of schedules to be the product of unit prices and quantities).

BC&A considers both Newman Construction and Noland and Son Construction to be qualified to do the work and recommends that the project be awarded to the lowest bid based on the City's priorities and available funding.

Based on our understanding of the City's priorities and available budget, we recommend that all schedules (A, C, D, H, and I) be awarded to Newman Construction for a total cost of \$681,055.

Please contact me if you have any questions or need additional information.

Sincerely,

Bowen, Collins and Associates, Inc.



Andrew McKinnon  
Project Engineer

## **AGREEMENT**

**THIS AGREEMENT** made this 27 day of August in the year 2014, by and between City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and Newman Construction, Inc. hereinafter designated as the CONTRACTOR.

The CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - THE WORK**

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the CITY's Contract Documents entitled:

#### 2014 Water Pipeline Projects

The Work is generally described as follows:

The project includes the installation of new waterlines at various locations in West Jordan City to loop dead-end waterlines or improve connectivity in the City's water system. The work generally includes construction of approximately 4,000 linear feet of 8-inch, 10-inch, and 12-inch PVC water pipe with associated appurtenances such as water services and fire hydrants. The work will predominantly be performed in the West Jordan City right-of-way, but also includes work in Salt Lake County. The work has been divided into several bid schedules to facilitate bidding. Phases B, E, F, and G were completed in the Fall of 2013. Remaining bid schedules are as follows:

1. Project A – Project A includes the installation of approximately 1,300 linear feet of 12-inch PVC between 1400 West and 1600 West along 7800 South including the reconnection of services from an existing main (to remain in place) to the new main. The contractor will be responsible for coordinating work with Century Link in regards to existing fiber optic in the sidewalk. The fiber optic near 1410 West may need to be supported and/or relocated to the south of the proposed waterline trench.
2. Project C – Project C includes the installation of approximately 30 linear feet of 8-inch PVC and approximately 100 linear feet of 10-inch PVC along 5200 West extending south of the Old Bingham Highway. This is in a Salt Lake County road and work will need to be performed in accordance with Salt Lake County requirements.
3. Project D – Project D includes the installation of approximately 1,500 linear feet of 10-inch PVC between Dannon Way and 9600 South along Feulner Park Road.
4. Project H – Project H includes the installation of approximately 800 linear feet of 8-inch PVC between 9150 South and 9300 South. This project is intended to complete a pressure re-zone and will be constructed next to another active waterline that is in a different pressure zone. This will require locating existing service connections on both a water line to remain active and a water line to be abandoned. Existing services on 2200 West will need to be exposed, shutoff, and reconnected to the new water line. The water meter box for the property at 9187 S could not be located and additional effort may be needed to locate this service. This road will require a chip seal on the asphalt patch over the new waterline. The City is extending the chip seal beyond the waterline replacement project where a previous waterline project was not sealed.
5. Project I – Project I includes the installation of approximately 150 linear feet of 12-inch polywrapped Class 52 ductile iron pipe across Jordan Valley Way and across Norris View Lane to connect to existing pipes.

### **ARTICLE 2 - COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, and the Work shall be fully completed within 60 calendar days from the date of the Notice to Proceed.



The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of **\$500.00** for each calendar day that expires after the time specified above.

#### **ARTICLE 3 - CONTRACT PRICE**

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of **\$681,055.00** in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

#### **ARTICLE 4 - THE CONTRACT DOCUMENTS**

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Bidder's Licensing Statement, the accepted Bid and Bid Schedule(s), List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Standard Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

#### **ARTICLE 5 - PAYMENT PROCEDURES**

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

#### **ARTICLE 6 - NOTICES**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

#### **ARTICLE 7 - MISCELLANEOUS**

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** The bidder, offeror, or contractor



represents that is has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

**IN WITNESS WHEREOF**, the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

**CITY OF WEST JORDAN, UTAH**

By:

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Mayor

Attest:

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City Recorder  
Address for giving Notice:

City of West Jordan  
Public Works Department  
8000 South Redwood Road  
West Jordan, Utah 84088

Approved as to Legal Form:

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City Attorney

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving Notice:

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )

:SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,

\_\_\_\_\_

\_\_\_\_\_, who being by me duly sworn did say that  
he/she is the \_\_\_\_\_ of \_\_\_\_\_ corporation, and that the foregoing  
instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she  
acknowledged to me that said corporation executed the same.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing in \_\_\_\_\_ County, \_\_\_\_\_